



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

CONTRACTS—SALE OF GOOD-WILL.—Defendant was conducting a private business and decided to incorporate. He did so and turned over all assets to the corporation, no specific mention being made of the good-will. The corporation subsequently became insolvent and was sold to plaintiff, this time with a specific agreement that the good-will was a part of the sale. There was no specific agreement on the part of the defendant in either case to abstain from setting up in the same business and later he did enter the same business. Plaintiff sues to enjoin him. *Held*, (1) That a sale of the good-will was implied; (2) This imposed on seller an obligation to refrain from doing anything to deprive buyer of the benefits of the transaction; (3) The good-will was not a transferable asset of the corporation so as to bind defendant. *C. H. Batchelder & Co. Inc. v. Batchelder*, (Mass. 1914), 107 N. E. 455.

By the great weight of modern authority the good will is so important an element in the sale of a business that such sale ordinarily carries with it by implication the good-will although that is not expressly mentioned. *Boon v. Moss*, 70 N. Y. 465; *Williams v. Farrand*, 88 Mich. 473; *Craver v. Acme Harvester Co.*, 209 Ill. 483. It has been held however that a mortgage of the entire assets of a company does not include the good-will if no express mention is made of it. *Santa Fe Electric Co. v. Hitchcock*, 9 N. Mex. 156, 50 Pac. 332. The conflict regarding the second point is much sharper. This case holds that it is a question of fact to be found by the jury whether the parties intended that the vendor should refrain from competing in the same business. The weight of authority would seem to be against the rule in this case and to decide as a matter of law that the sale of good-will only is not sufficient to prevent a resumption of business in the same place by the vendor. *Porter v. Gorman*, 65 Ga. 11; *Findlay v. Carson*, 97 Ia. 537; *Bassett v. Percival*, 5 Allen (Mass.) 345; (but see *Munsey v. Butterfield*, 133 Mass. 492); *Richardson v. Westjohn*, 6 Ohio Dec. 1043. The one restriction is that the vendor cannot hold himself out as continuing the same business. That the corporation has no power to sell the name so as to prevent the defendant from using it again is generally recognized, but it may sell the good-will excepting that. *Ragsdale v. Nagle*, 106 Cal. 332.

CONTRACTS—VOID BECAUSE CONTRARY TO STATUTE.—Plaintiff in error agreed to sell to defendant in error a certain tract of land which he did not own, but which belonged to members of the Pottawatomie Tribe. At the time of the agreement an Act of Congress was in force which forbade the alienation of such land by the Indians. As a result plaintiff in error was unable to perform his contract and in the Kansas Supreme Court defendant in error recovered damages for the breach. *Held*, that the contract required an illegal act and was void from its inception. *Sage v. Hampe*, (1914) 35 Sup. Ct. 94.

The Kansas court decided the case on the ground that a man may contract to perform something over which he has no present power, especially in regard to the sale of lands. *Globe Refining Co. v. Landa Cotton Oil Co.*,